



U.S. Department of Housing and Urban Development

**Pennsylvania State Office
The Wanamaker Building
100 Penn Square East
Philadelphia, Pennsylvania 19107-3380**

**OFFICE OF THE CHIEF PROCUREMENT OFFICER
Philadelphia Contracting Operations**

February 28, 2001

THIS IS A 100% TOTAL SMALL BUSINESS SET-ASIDE

Dear Prospective Offeror:

The attached Request for Proposal (RFP) number R-PHI-00848 describes HUD's requirements for Insurance Endorsement Processing services under the jurisdiction of the HUD Philadelphia Homeownership Center. The solicitation consists of four parts. Parts I, II and III will constitute the contract document(s) anticipated as being awarded as a result of this solicitation. Part IV contains instructions and forms for submission of proposals; Section K provides the representations and certifications to be completed and submitted with your proposal; Section L provides instructions concerning submission of proposals; and Section M describes the basis for proposal evaluation and contract award.

If you would like to compete for this contract, you must submit a proposal, in accordance with Section L of the RFP. Submission of proposals via facsimile is **prohibited** and will ***not*** be accepted for this solicitation. If you wish to provide these services in conjunction with other individuals, you should do so by submitting one response from that group of individuals. To do this, you may submit your offer by forming a joint venture between or among the individuals or whatever association you may devise (e.g., a legal partnership). HUD will evaluate your proposal and decide whether you will be selected as a contractor.

There will be a pre-proposal conference held in the HUD Philadelphia, PA, office on **Wednesday, March 14, 2001, at 10:00am**. If you plan to attend this conference, please send a facsimile message providing the name(s) of all attendees to (215) 656-3453, Attn: Linda Higgins, no later than Monday, March 12, 2001. Upon arrival, all attendees must report directly to HUD's main reception area on the 11th floor; the location of the conference room will be available at that time.

As noted in Block 9 of the attached SF-33, Solicitation, Offer and Award, the date and time for the receipt of proposals is 4:30PM, Thursday, March 29, 2001. In order to be considered for award, proposals must be submitted to the Contract Specialist at the address specified in Blocks 7 and 8 of the attached SF-33 by the deadline set forth in Block 9. As stated in Section L, the offeror must ensure that all packaging used in the submission of proposals is clearly and properly addressed and that all packaging is clearly marked as instructed with the RFP number (both external wrappings and internal envelopes).

For those who download this solicitation from HUD's website, please note that Attachments 3 through 7 are not included under Section J. These pages are screen prints from the CHUMS system and could not be included in the solicitation document posted on the web. Hard copies of these attachments will be available at the preproposal conference or you can obtain hard copies by submitting a written request via facsimile at (215)656-3453 or via email addressed to Linda_Higgins@hud.gov.

Visit our web page at <http://www.hud.gov/cts/ctshome.html>

If you should have any questions concerning the attached solicitation, please submit specific questions in writing no later than Noon on Monday, March 12, 2001. Please be sure to reference the section and page of the solicitation to which the question refers and submit the questions either via facsimile or via email (provided in previous paragraph). For other information you can contact me at (215) 656-0674, extension. 3336.

Sincerely,

Linda Higgins
Contract Specialist

Attachment

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED) ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF
					1	44 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. R-PHI-00848		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 2/28/01	6. REQUISITION/PURCHASE NO	
7. ISSUED BY: U.S. Department of HUD Office of the Chief Procurement Officer Philadelphia Contracting Operations The Wanamaker Building, 100 Penn Square East Philadelphia, PA 19107			8. ADDRESS OFFER TO (If other than Item 7) Linda Higgins Contract Specialist			

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 3 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in HUD's 11th Floor Reception Area until 4:30 pm local time 3/29/01
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Linda Higgins	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (215) 656-0674 ext. 3336
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of the amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C.2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27 UNITED STATES OF AMERICA (Signature of Contracting Officer)	28 AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-132

STANDARD FORM 33 (Rev 9-97)
Prescribed by GSA FAR (48 CFR) 53.214 (c)

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B. 1. AS 106 CONTRACT DEFINITION--INDEFINITE-QUANTITY/FIXED-UNIT-RATE (NOV 1997)**

This is an Indefinite-Quantity Contract as defined at Subpart 16.504 of the Federal Acquisition Regulation (FAR) and in Section I, clause FAR 52.216-22, Indefinite-Quantity, herein. Services or supplies provided by the contractor under this contract shall be secured by the issuance of delivery orders (for supplies) or task orders (for services) placed in accordance with the following clauses: FAR 52.216-18, Ordering; FAR 52.216-19 Order Limitations, and the Clause [x] "Ordering Procedures."

B. 2. AS 108 MINIMUM AND MAXIMUM QUANTITIES FOR ORDER (SERVICES OR SUPPLIES) (FEB 2000)

(a) The Government shall place orders under this contract which shall cumulatively total at least a minimum of 10% of the contract amount.

(b) The Government does not guarantee a maximum quantity; however, the maximum shall not exceed 150% of the estimated quantities.

B. 3. SERVICES

This contract is for insurance endorsement processing services for the HUD Philadelphia Homeownership Center (HOC). The Contractor shall perform these non-personal services as specified in Section C. The HOC services the following geographic areas:

Area 1: The District of Columbia and the States of Delaware, Maryland, Michigan, Pennsylvania, Virginia and West Virginia

Area 2: The States of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Rhode Island and Vermont

NOTE: HUD reserves the right to administratively revise the geographic boundaries of the areas in accordance with the Changes clause of this contract.

B. 4. MULTIPLE AWARDS

HUD intends to make multiple awards under this solicitation, but reserves the right to make a minimum of 1 award if the Contracting Officer determines that multiple awards are not feasible. HUD will make a maximum of 2 awards under this solicitation.

B. 5. COMPENSATION SCHEDULE

As full compensation for performance of all services defined in the Statement of Work, the contractor shall be paid the following firm fixed price for each case assigned:

AREA 1

Year	Est. Qty.*	Unit	Unit Price	Total Amount
Base Year	200,000	Each	\$	\$
Option Year 1	200,000	Each	\$	\$
Option Year 2	200,000	Each	\$	\$

TOTAL OFFER FOR AREA 1: \$ _____

AREA 2

Year	Est. Qty.*	Unit	Unit Price	Total Amount
Base Year	200,000	Each	\$	\$
Option Year 1	200,000	Each	\$	\$
Option Year 2	200,000	Each	\$	\$

TOTAL OFFER FOR AREA 2: \$ _____

NOTES:

1. * Estimated quantities are provided for evaluation purposes only and shall not obligate HUD to any quantities other than the minimum stated under B. 2. Minimum/Maximum Quantities For Order.
2. You may submit a proposal on either one or both areas, *BUT* HUD intends to make 2 separate awards under this RFP (1 award per area). The successful offeror for each area may be the same firm; in that case, HUD will to make 2 separate awards under this RFP to that firm.
3. You **MUST** have the capability to complete the entire yearly estimated quantity within each area for which you submit a proposal. Failure to have this capability may render your proposal not acceptable.
4. If you submit an offer for the base year, you must also submit offers for both option years. Failure to do so may render your proposal not acceptable.

B. 6. WORKLOAD CAPACITY

The Contractor states that he/she can perform up to _____ insurance endorsement processing cases *per week, per area*. The Government reserves the right to assign fewer cases per week, per area, than this if: (1) actual experience demonstrates that the Contractor cannot perform up to this level; (2) the Government's needs are not sufficient to reach that quantity; (3) there are lower-priced contractors who can provide the services; or (4) in order to satisfy the minimum contract quantity of a higher-priced contractor.

B. 7. NOT-TO-EXCEED LIMITATION

The total amount of funds currently available for the payment of work or deliveries ordered under this contract is \$_____ (to be completed at time of award). The Government shall neither order, nor require the contractor to accept orders for work and/or deliveries which cause the Government's obligation under this contract to exceed this limit.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C. 1. DEFINITIONS**

203(h) - A single family program within the Department for victims of Presidential-Declared major disasters.

203(k) - A single family program for the rehabilitation and repair of single family properties.

ADP - Automated Data Processing.

ARM - Adjustable Rate Mortgage.

AUS - Automated Underwriting System.

CASE BINDER - May be used interchangeably with "file," "loan package," "case," or "binder," and refers to the entire underwriting package of documents on closed loans submitted by the mortgagees to the HOC for the issuance of a Mortgage Insurance Certificate.

CHUMS - Computerized Homes Underwriting Management System.

CONST/PERM - A construction-permanent mortgage program.

CONTRACT - A written mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them.

CONTRACTING OFFICER - A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

CONTRACTOR - The individual, partnership, corporation, or other entity which is the party subject to the terms and conditions of this contract.

DAY - A calendar day, unless otherwise specified.

DE - Direct Endorsement.

FHAC - Federal Housing Administration Connection. (FHA computerized system).

GTM - Government Technical Monitor.

GTR - Government Technical Representative.

HECM - Home Equity Conversion Mortgage.

HOC - Philadelphia Homeownership Center currently located at 100 Penn Square East, Philadelphia, PA 19107

HUD - Department of Housing and Urban Development. The terms "Department of Housing and Urban Development," "HUD," "Seller," and "Government" are synonymous, and may be used interchangeably.

KEY PERSONNEL - The individual(s) responsible for performance of the contract and anyone who may make decisions on behalf of the contractor. The contract manager, alternate contract manager, and anyone responsible for the performance of the contract, will also be considered key personnel.

MAR - Master Appraisal Report.

MCC - Master Conditional Commitment.

MIC - Mortgage Insurance Certificate.

MIP - Mortgage Insurance Premium.

NOR - Notice of Rejection, may be used interchangeably with non-endorsement.

REFERENCES - Refers to all FHA/HUD Handbooks, Mortgagee Letters, Notices, Circular Letters, Local and National HOC Reference Guides. Contractor may view, order or secure most all required references and forms through the Internet at www.hudclips.org. It is the contractor's responsibility to obtain all references and to be knowledgeable of all current requirements.

REO - Real Estate Owned.

URAR - Uniform Residential Appraisal Report.

URLA - Uniform Residential Loan Application.

VA-CRV - Veterans Administration Commitment of Reasonable Value.

VA-MCRV - Veterans Administration Master Commitment of Reasonable Value.

VOD - Verification of Deposit.

VOE - Verification of Employment.

C. 2. GENERAL REQUIREMENTS

(a) The contractor shall perform Insurance Endorsement Processing Services on an as-needed basis for the U. S. Department of Housing and Urban Development (HUD) Philadelphia Home Ownership Center (HOC).

(b) The contractor shall thoroughly review its employees' and subcontractors' qualifications and perform background checks on each of its employees or subcontractors working in the HOC. The contractor shall provide ongoing training of its employees. The Contracting Officer will have the authority to restrict the assignment of any employee under the contract who is identified as a potential threat to the health, safety, security, general well being, or mission of the Department staff. HUD reserves the right to review the contractor's training plan and the background checks.

(c) Services to be performed by the contractor will be ordered by assignment of case files by the HOC Processing and Underwriting Division.

(d) Upon receipt of a telephone call or written notification from the Contracting Officer, GTR, or other authorized official, the contractor and its representatives shall report in person to the Philadelphia HOC within one (1) business day.

(e) The contractor shall perform the required work and data entry functions on-site at the Philadelphia HOC, Processing and Underwriting Division at 100 Penn Square East, Philadelphia, PA. Completed cases and data review shall be entered into the Computerized Homes Underwriting Management System (CHUMS) within two (2) business days of the case assignment. The CHUMS equipment will be provided during normal HUD core business hours of 8:00 a.m. to 4:30 p.m., Federal Holidays and weekends excluded. Every effort will be made for equipment and CHUMS system availability during core business hours. Should a computer system interruption occur in excess of two (2) consecutive hours in any business day, delivery times will be accommodated by mutual consent between the contractor and the GTR. Allowable work times for the contractor may change by mutual agreement between the GTR and the contractor, to provide for alternate reporting and departing times within the HUD flexible work schedule of 7:00 a.m. to 6:30 p.m., provided HUD Processing and Underwriting staff is on site. At the sole discretion of HUD, additional time may be extended to the contractor such as weekends or extended daily times, providing the CHUMS system is available, and HUD Processing and Underwriting staff will be on site. The contractor's election to utilize additional time offered by HUD is at no additional cost to the government. The contractor shall not be on-site at anytime without the presence of HUD Processing and Underwriting staff. The contractor shall not utilize government-provided workspace or equipment for any purpose other than provided for in this contract.

(f) The contractor shall maintain updated knowledge of FHA Single Family programs for which it insures mortgages and issues Mortgage Insurance Certificates. The contractor shall maintain updated knowledge of FHA programs through Handbooks, Mortgagee Letters, and HUD Notices that are posted on HUD's Internet Web page or the Philadelphia HOC's Internet Web page, including, but not limited to, the most current editions of the following HUD Handbooks: 4165.1, 4155.1, 4000.2, 4000.4, 4150.1, 4150.2, 4145.1, 4235.1, and 4240.4. Mortgagee Letters, other instructional letters and notices, desk guides and specific instruction notices are also references that shall be utilized by the contractor. The Processing and Underwriting Division will issue formal guidance and changes to meet new or changing program requirements related to the insuring/endorsement process. The contractor shall maintain an updated knowledge of this formal guidance and changes throughout the duration of this contract.

(g) The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager and alternate shall be able to read, write and speak English.

(h) Contractor personnel shall present a neat and clean appearance and be easily recognized. This may be accomplished by wearing appropriate badges which contain the company name, employee's name and photo. Any other method of identification shall be approved by the Contracting Officer in writing.

C. 3. SPECIAL REQUIREMENTS

(a) The contractor shall determine whether files submitted for insurance endorsement are in compliance with HUD requirements. This includes review of the submitted FHA Case Binder and ensuring CHUMS reflects accurate data. Only complete files shall be endorsed and shipped to the Federal Records Center. The contractor shall ensure that data integrity and confidentiality are safeguarded by not disclosing information to other individuals. The contractor shall utilize the HOC endorsement review checklists (Section J, Attachments 9 and 10) and shall not alter the checklists in any manner. The checklists and other instructions may be revised and updated by HUD to comply with changing requirements.

(b) The contractor shall perform a review, utilizing the appropriate checklist (Section J, Attachments 9 and 10). The Revised FHA Case Binder (Section J, Attachment 1) and the Revised FHA Case Binder for Home Equity Conversion Mortgages (Section J, Attachment 2) shall be reviewed to ensure receipt of a complete file that complies with HUD requirements. The checklists specify the degree of review required for each item to determine if the file shall be approved or rejected. The completed checklists shall be included in each file. The contractor shall provide checklists to its staff, at its expense.

(c) Data integrity is a crucial aspect of the endorsement function and shall be safeguarded. The contractor shall review all information on both the CHUMS 9100 - AUXILIARY SCREEN and CHUMS MORTGAGE INSURANCE CERTIFICATE (9100) SCREEN against the appropriate source documents (Section J, Attachments 3, 4 and 5). Do not use FHAC/Lender printouts or HUD-54111 to verify data accuracy. The contractor shall make modifications to the data in CHUMS to accurately reflect the source documents, and to ensure an accurate endorsement of the loan. However, no major changes to the name or to the address of the property shall be made. Critical endorsement errors that are unacceptable include, but are not limited to:

- (1) Insuring loans under the wrong case number.
- (2) Insuring loans as Condominiums (Condos) that are not Condominiums.
- (3) Insuring loans as First Time Home Buyers with reduced Mortgage Insurance Premium (MIP) that do not qualify.
- (4) Insuring loans with the wrong mortgage amount or interest rate.
- (5) Incorrectly identifying the duration of the loan, resulting in inappropriate MIP refunds.
- (6) Insuring loans in the name of an incorrect lender.
- (7) Inputting inaccurate data to facilitate issuance of a Mortgage Insurance Certificate (MIC).

(d) If the appraisal and insurance application data has not been entered by the lender, the contractor shall not endorse the file. Unless otherwise instructed by the GTR/GTM, a designated form letter that explains the reason for return shall be attached to the file and the file placed in a specified area. Files that are to be returned shall be recorded on the HUD Return Log (Section J, Attachment 8).

(e) The contractor shall issue a MIC for each endorsed file and mail the MIC within one day of endorsement, unless otherwise instructed by the GTR/GTM. In addition, the case binder shall be stamped as endorsed and shall be clearly marked if it is a special program (203(k), HECM, CONST/PERM, or 203(h)). If the computer screen warning, "AQA (Appraisal Quality Assessment) required; retain appraisal copy; area #" appears, the contractor is required to remove the second copy of the appraisal and place it in the designated area. If the second appraisal copy is not complete, the contractor shall make a copy of the missing documents. If a technical review is required, the binder shall be annotated as such, placed in shipping boxes, listed on a shipping list and the boxes placed in the designated area. 203(k) files shall be placed in the designated area for further processing. From time to time other types of files may be designated by the GTR/GTM to be separated, either prior to or after endorsement, for further review by HUD staff. The files to be archived and shipped to the Federal Records Center shall be filed numerically, by case number pre-fix, and placed in shipping boxes with the cases listed on the Newly Insured Case Binder Shipping List. Each box shall be placed in the designated area. The contractor shall comply with instructions to facilitate quality control reviews of endorsement files by the GTR/GTM.

(f) If a file cannot be endorsed, per the HECM Pre-Endorsement Review Checklist or the Pre-Endorsement Review Checklist (Non-HECM files) (Section J, Attachments 9 and 10), a Non-Endorsement Notice/Notice of Rejection (NOR) [the upper half of HUD-59100] shall be issued. The contractor shall review the case file in its entirety to ascertain all reasons for rejections. All reasons for the non-endorsement shall be clearly and concisely noted on the HUD-59100. The contractor shall supplement the non-endorsement codes listed on the reverse side of the HUD-59100 with clarifying language. The NOR shall be fastened to the top of the binder and the binder shall be mailed to the Lender within one day of rejection. For files to be returned to Lenders, the contractor shall attach applicable forms. If a file requires rejection more than once, the contractor shall bring the file to the GTR/GTM for further disposition.

(g) If a principal reduction is required, the mortgage amount on the note and other loan documents will not match data reflected in CHUMS. The contractor shall review the payment history to verify the reduction was applied to the principal of the loan, and shall annotate the case warning screen in CHUMS as follows:

- (1) "Principal reduction of (applicable amount) applied on (applicable date);"
- (2) "Loan closed at (applicable amount);"
- (3) "Loan insured at (applicable amount)."

The Note and MIC never agree. The MIC shall be printed with "Includes Principal Reduction" annotated above the signature.

(h) HECM cases: The contractor shall review all the information on both the "CHUMS DE HECM Auxiliary Screen" and "CHUMS Mortgage Insurance Certificate (HECM) Screen" against the appropriate source documents (Section J, Attachments 6 and 7). In addition to the requirements in paragraphs (a) and (b) above, if the file is insurable, the contractor shall place, in the designated area, the three copies of the Loan Agreement and the Notice to the Borrower with the issued MIC for signature by a HUD employee. All will be returned to the contractor for dispatch. A copy of the signed Loan Agreement and Notice to the Borrower must accompany the MIC to the Lender and a signed copy of the Loan Agreement and Notice to the Borrower must be mailed to the Borrower. Dispatch of these documents must be completed within one day of receipt of the signed documents from HUD. In addition, for each insured case, the contractor shall create a supplemental binder that includes the following documents:

- (1) Certified copy of the first security instrument and note
- (2) Original second security instrument, certified, if available
- (3) Original recorded or certified copy of second note
- (4) Copy of Loan Agreement and Repair Rider, if applicable
- (5) Copy of Notice to Borrower

The supplemental binder shall have the FHA Case Number written on the right side of the folder tab, "Residual Binder" written on the left side, and "HECM" written in the middle of the folder tab. The contractor shall box these binders in case number order and ship them to the HUD Tulsa Field Office on a weekly basis to the address below:

U.S. Department of HUD
Tulsa Field Office
1516 S. Boston Avenue, Suite 100
Tulsa, OK 74119

NOTE: HECM files do not include a Mortgage Credit Analysis Worksheet. The name and CHUMS ID number of the DE Underwriter shall be obtained from page three (3) of the Form HUD-92900A.

- (i) For cases involving escrow of funds for repair or other requirements, review Form HUD-92300 for date of issue and completeness, the contractor shall annotate the FHA Case Binder as an Escrow Repair and enter the dollar amount of the escrow into CHUMS.
- (j) Certain files will require special processing instructions and specific training that will be given by the GTR/GTM. Specific endorsement processing instructions and training will be provided as needed. Checklists and other instructions will be updated as needed.
- (k) All files shall be completed and placed in the designated area within two (2) business days of assignment.
- (l) In addition to the above items, the contractor may be required to log the Closing Package into the CHUMS screen (E-A- Direct Endorsement, Closing Package Logging) upon request of the GTR/GTM.
- (m) The contractor shall have a Quality Control Plan on file and shall supply the GTR/GTM with a copy of the plan prior to contract performance. The plan shall include a second review of all NORS, maintaining the standard that they are mailed within one (1) business day of rejection. The plan shall also contain a daily quality control review of 10% of the previous day's endorsements. Quality Control Log sheets, as specified by the GTR/GTM, shall be completed and maintained separately by the contractor, and be available upon request by the GTR/GTM. The contractor shall be required to input quality control data into a specific database weekly.
- (n) The HOC will require certain files and/or error/processing messages to be resolved by HUD staff. The contractor will be instructed on the disposition and routing of these files by the GTR/GTM. These may include, but are not limited to: case warning messages, pre-processing reject codes, and pre-closing files.
 - (1) All case warning messages and pre-processing reject codes are to be given to the designated HUD staff person prior to insuring. Case warning forms must indicate what the warning is and must be attached to the binder before being returned to the GTR.
 - (2) For closing packages submitted for pre-closing test cases, the original firm commitment binder must be pulled from the files and the two packages combined. If there are conditions on the Firm Commitment, these conditions must be cleared by the HUD staff underwriter or supervisor prior to endorsement. If the case cannot be endorsed, one copy of the NOR shall be mailed to the Lender and one copy placed in the binder. The binder shall not be returned to the Lender but shall be re-filed in the designated area. The contractor shall also enter the rating of the underwriter into the CHUMS automated system.
- (o) Inadequate or incorrect endorsements made by the contractor at no additional expense to the government. Corrections may be requested by lenders or by the GTR/GTM as a result of a quality assurance review. The contractor shall review the errors and complete corrections within two (2) business days of receipt and provide a status report. If a correction is unable to be processed, it shall be returned to the GTR/GTM with an explanation for further action. HUD will require repayment for files that contain errors that will be corrected by HUD Staff or under another contract agreement within one (1) year of endorsement.

C. 4. GOVERNMENT QUALITY ASSURANCE PLAN

- (a) HUD will randomly select a representative sample of the contractor's work for review. These reviews will be used to determine the accuracy, quality and completeness of the contractor's reviews. The GTR/GTM will provide monthly feedback to the contractor based on the results of HUD's reviews. The result of the randomly sampled cases shall be considered to be representative of the contractor's overall performance under the contract.
- (b) HUD has established an Acceptable Performance Level (APC) for this service of 90%. This means, if the error rate determined through the review of the random sample, is 10% or less, the contractor will receive full payment for the services performed for the month reviewed. If the level of acceptable work falls below 90% for the month, then the monthly payment

for that month will be reduced by the percentage of unacceptable work; i.e., if 12% of the work is unacceptable, then payment will be reduced by 12%. All percentages will be rounded to the nearest full percentage point.

(c) A contractor error is considered to be a significant mistake or omission, and includes those referenced in Section C.3 (c). Additional items may also be cited which do not count as errors for purpose of price reduction, but for which the contractor shall be responsible for addressing. Regardless of the number of significant errors considered per file, only one (1) error per file will be counted for purposes of contractor performance. For example, if three (3) errors are made on a file, only one (1) error will be counted in calculating the percentage of errors for that file.

(d) Continual serious performance problems shall result in additional contractual remedies, as permitted by the contract terms or conditions.

C. 5. INVOICE REVIEW

The invoices submitted by the contractor will be reviewed against CHUMS reports and the contractor will be paid for only those files endorsed or rejected for the first time by their staff. Any resubmission will not be paid. The CHUMS report shall be the official supporting documentation for payment.

C. 6. INCENTIVES AND DISINCENTIVES

Upon submittal of a proper invoice, the GTR will utilize CHUMS to verify the average monthly time frame for the processing of cases covered by the invoice. Adjustments will be made to the invoice based on the CHUMS data.

- (a) If the average time to process a case is 1 day to 1.99 days, then a 10% incentive will apply.
- (b) If the average time to process a case is 2 days to 2.99 days, then no incentive/disincentive will apply.
- (c) If the average time to process a case is 3 days to 3.99 days, then a 10% disincentive will apply.
- (d) If the average time to process a case is more than 4 days a 15% disincentive will apply.

SECTION D - PACKAGING AND MARKING

D. 1. AS 501 ENVIRONMENTALLY SAFE PACKAGING (FEB 2000)

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

D. 2. PAYMENT OF POSTAGE AND FEES

The Contractor shall pay all postage, courier fees, and other fees related to submitting information and documents (including forms and reports) to the Contracting Officer or to the GTR.

SECTION E - INSPECTION AND ACCEPTANCE

E. 1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
2452.246-70	INSPECTION AND ACCEPTANCE	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F. 1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F. 2. CONTRACTING PERIOD

The Government may order services under this contract for a period of 12 months from the effective date of the contract. This ordering period may be extended for two additional 12 month periods. If any option(s) to extend the term of the contract are exercised, the ordering period shall be extended through the end date of the option(s) (see Section I, FAR 52.217-8 & 52.217-9).

F. 3. HUDAR 2452.211-70 CONTRACT PERIOD (APR 1984)

The Contractor shall complete all work hereunder (inclusive of all options), including delivery of the final report, if required, within 42 months from the effective date of the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G. 1. HUDAR 2452.232-70 PAYMENT SCHEDULE & INVOICE SUBMISSION (FIXED-PRICE) (OCT 1999)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated on each task order.
- (b) Payment Schedule. Payment of the contract price will be made upon completion and acceptance of all work unless a partial payment schedule is included below.
- (c) Submission of Invoices. Invoices shall be submitted on a monthly basis in as follows—original to the payment office identified on the award document (e.g., in Block 23 on the SF-33, or elsewhere in the contract) and one copy to the Government Technical Representative. To constitute a proper invoice, the invoice must include all items per FAR clause 52.232-25, "Prompt Payment."

To assist the Government in making timely payments, the Contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block 21 on the SF-33). The Contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.

- (d) Contractor Remittance Information. The contractor shall provide the payment office with all information required by FAR clause 52.232-23, "Mandatory Information for Electronic Funds Transfer Payment," 52.232-34, "Optional Information for Electronic Funds Transfer Payment," or other supplemental information (contracts for commercial services) as applicable.

G. 2. HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (OCT 1999)

- (a) The Government Technical Representatives (GTRs) for liaison with the Contractor as to the conduct of work are Joanne Peak and Crystal Patterson or a successor designated by the Contracting Officer. The Government Technical Monitors (GTM) are Serena Gillin and Antonette Spencer. The Contracting Officer will notify the contractor in writing of any change to the current GTR/GTM's status or the designation of a successor GTR/GTM.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which: (1) causes the Contractor to perform work outside the scope of the contract; (2) constitutes a change

as defined in FAR 52.243-1; (3) causes an increase or decrease in the cost of the contract; (4) alters the period of performance or delivery dates; or, (5) changes any of the other express terms or conditions of the contract.

(c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile, or electronic mail.

G. 3. AS 1102 ORDERING PROCEDURES (FEB 2000)

(a) Orders issued under this contract may be placed via telephone, facsimile (fax) machine, or electronic mail (email).

(b) In addition to the Contracting Officer, the following individuals are authorized to issue orders under this contract: **Joanne Peak, Crystal Patterson, Serena Gillin and Antonette Spencer.**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H. 1. MORTGAGE INSURANCE ENDORSEMENT PROCESSING REQUIRED TECHNICAL QUALIFICATIONS

(a) The offeror and key personnel must possess general knowledge of real estate principles and mortgage closing practices and procedures.

(b) The offeror and key personnel must be knowledgeable of FHA Single Family programs for which it insures mortgages and issues Mortgage Insurance Certificate.

(c) The offeror and key personnel must be thoroughly familiar with HUD forms used in the insurance endorsement, including:

- (1) Form HUD-92800, Application for Property Appraisal and Commitment and Uniform Residential Appraisal Report (URAR).
- (2) Uniform Residential Loan Application (URLA) and Form HUD-92900-A.
- (3) Form HUD-92900-WS, Mortgage Credit Analysis Worksheet.
- (4) Form HUD-59100, Mortgage Insurance Certificate.
- (5) Form HUD-1, Settlement Statement or like closing statement and addenda.
- (6) Form HUD-428, Home Mortgage ADP Code chart.
- (7) Rehabilitation agreement and 203(k) worksheet.
- (8) Comprehensive Valuation package forms.
- (9) Other forms required for specific transactions or programs.

(d) The offeror and key personnel must be thoroughly familiar with standard closing documents and forms including the Note and Mortgage or Deed of Trust and appropriate riders (allonges).

(e) The offeror and key personnel must be able to perform simple data entry and be familiar with personal computers.

(f) The offeror and key personnel must be familiar with the Sections of the National Housing Act Automated Data Processing (ADP) codes.

(g) Handbook reference: HUD Handbook 4165.1 REV-1, Endorsement for Insurance for Home Mortgage Programs. This Handbook is available through HUD's Centralized Distribution Center - (800) 767-7468.

H. 2. EQUIPMENT

The contractor shall provide all required services, including labor, supplies, supervision and transportation in accordance with the terms, conditions, and specifications stated herein. HUD will provide on-site access to one (1) personal computer per person to access the Computerized Homes Underwriting Management System (CHUMS) for endorsement processing. For each contractor, HUD will provide access to printers, and one (1) telephone. HUD also will provide proprietary items such as Mortgage Insurance Certificates (MICs), endorsement stamps, review stamps, ribbon and print wheels for the printers, boxes

for archiving files, boxing tape, envelopes and folders. No other equipment or office supplies will be provided, other than those stated herein.

H. 3. CONFLICTS OF INTEREST

The Contractor shall not review cases from any mortgage company which employs the Contractor, or any of the Contractor's employees or immediate relatives, or for which the Contractor performs consulting services. Should the Contractor be assigned any cases which result in an actual or potential conflict of interest, the Contractor shall take no action on the case, but shall refer it immediately to the GTR for reassignment. Violation of this clause is grounds for termination for default and denial of all payments.

H. 4. RESPONSIBILITY DETERMINATION

(a) Contracts will be awarded only to responsible prospective contractors. In order to qualify as responsible, a prospective contractor must, in the opinion of the Contracting Officer, meet the following standards as they relate to this Request for Proposal:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (2) Be able to comply with the required or proposed or delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (3) Have a satisfactory performance record;
- (4) Have a satisfactory record of integrity and business ethics including satisfactory compliance with the law including tax laws, labor and employment laws, environmental laws, antitrust laws, and consumer protection laws;
- (5) Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them (including subcontractor arrangements);
- (6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I. 1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS - ALTERNATE I (APR 1984)	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999

52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE CONCERNING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE AND LOCAL TAXES	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CENTER REGISTRATION	MAY 1999
52.233-1	DISPUTES - ALTERNATE I (DEC 1991)	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES—FIXED-PRICE - ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS & COMMERCIAL COMPONENTS	OCT 1998
52.245-1	PROPERTY RECORDS	APR 1984
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
2452.203-70	PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES	DEC 1992
2452.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST	APR 1984
2452.222-70	ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES	JUL 1988
2452.237-71	REPRODUCTION OF REPORTS	APR 1984
2452.237-75	CLEARANCE OF PERSONNEL	OCT 1999
2452.237-77	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE	OCT 1999
2452.239-70	BACKGROUND INVESTIGATIONS FOR SENSITIVE AUTOMATED SYSTEMS/APPLICATIONS	OCT 1999

I. 2. 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the contract period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I. 3. 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one case, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of 1,160 cases per day per area;
 - (2) Any order for a combination of items in excess of 5,800 cases per week per area;
 - (3) A series of orders from the same ordering office within one day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I. 4. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

I. 5. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

I. 6. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the expiration of the contract or within 30 days after funds for that fiscal year become available, whichever date is later, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

I. 7. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> OR <http://www.hud.gov/cts/ctshudar.html>

I. 8. HUDAR 2452.209-71 LIMITATION ON FUTURE CONTRACTS (FEB 2000)

- (a) The Contracting Officer has determined that this contract may give rise to potential organizational conflicts of interest as defined at FAR Subpart 9.5.
- (b) The nature of the potential conflict of interest is cases from any mortgage company which employs the Contractor, or any of the Contractor's employees or immediate relatives, or for which the Contractor performs consulting services.
- (c) If the contractor, under the terms of this contract or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under any ensuing HUD contract.
- (d) Other restrictions—should the Contractor be assigned any cases which result in an actual or potential conflict of interest, as described in paragraph (b) of this clause, the Contractor shall take no action on the case, but shall refer it immediately to the GTR for reassignment.
- (e) The restrictions imposed by this clause shall remain in effect until the contract expiration date.

I. 9. HUDAR 2452.237-70 KEY PERSONNEL (APR 1984)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

INDIVIDUAL

POSITION/TITLE

_____	_____
_____	_____
_____	_____
_____	_____

(continue list as necessary)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

<u>Attachment #</u>	<u>Title</u>	<u># Pgs</u>
1	The Revised FHA Case Binder	1
2	The Revised FHA Case Binder for Home Equity Conversion Mortgages (HECM)	1
3	CHUMS 9100 Auxiliary (Purchases) Screen	1
4	CHUMS 9100 Auxiliary (Refinances) Screen	1
5	CHUMS Mortgage Insurance Certificate (9100) Screen	1
6	CHUMS DE HECM Auxiliary Screen	1
7	CHUMS Mortgage Insurance Certificate (HECM) Screen	1
8	HUD Return Log	1
9	HECM Pre-Endorsement Review Checklist	1
10	Pre-Endorsement Review Checklist	3

ATTACHMENT 1 FHA CASE BINDER -- DOCUMENTATION ORDER (Effective March 1, 2001)

LEFT SIDE OF BINDER	RIGHT SIDE OF BINDER
Mortgagee Assurance of Completion , * form HUD-92300	Automated Underwriting Feedback Certificate/Findings Report*
Compliance Inspection Report , form HUD-92051 or other acceptable documentation AND evidence of satisfaction of valuation conditions (as applicable)	Request for Late Endorsement* in compliance with Chapter 3 of HUD Handbook 4165.1 REV1
Wood Destroying Insect Infestation Report , form NPCA-1 or State mandated infestation report (as applicable)	Mortgage Credit Analysis Worksheet (HUD 92900-PUR or 92900-WS, as applicable) with any supporting documents <ul style="list-style-type: none"> • Section 203(k) HUD-92700, Maximum Mortgage Worksheet* • EEM and/or 203h program documentation* • Attachments, memos, and clarifications*
Local Health Authority's Approval * for individual water and sewer systems	Copy of the Mortgage Note and all applicable riders and allonges Copy of the Security Instrument with all applicable riders
New Construction Exhibits: <ul style="list-style-type: none"> • Builder's Certification, Form HUD-92541 • Builder's Warranty of Completion Form HUD-92544 • Evidence of 10 Year Warranty Plan Coverage * • Inspection Report(s) - HUD-92051, VA-26-1839 for VA CRV's and MCRV's, or HUD approved local building authority inspections * • Subterranean Termite Treatment Report - NPCA-99a and NPCA-99b * 	HUD-1 Settlement Statement HUD-1 Addendum (for purchases) that complies to Mortgagee Letter 91-9
Statement of Appraised Value , form HUD 92800.5b (Conditional Commitment)	Uniform Residential Loan Application (URLA) HUD/VA Addendum to Uniform Residential Loan Application , Form HUD-92900-A
Comprehensive Valuation Package (CVP) <ul style="list-style-type: none"> • Uniform Residential Appraisal Report (URAR) • Form HUD 92564-VC (Notice to the Lender) • Form HUD 92564-HS (HomeBuyer Summary) • Location map, photos of properties, building sketch Master Appraisal Reports (MAR) HUD-91322, including all attachments and amendments * VA CRV--VA-26-1841- & MCRV's VA-26-1843a, including all attachments and endorsements *	Credit and Capacity documentation <ul style="list-style-type: none"> • Credit Report(s) • Asset Verification documentation (including gift letter(s) and relevant documents) • Income Verification documentation
NOTE: 2nd Copy of complete CVP to be stapled and placed loose in binder.	Evidence of Social Security Number (if not shown on printed paystubs or W-2s) or for non-profit mortgagors, Tax Identification Number
Specialized eligibility documents (such as, but not limited to) <ul style="list-style-type: none"> • 203(k): Rehabilitation Agreement, Plans, Work Write-ups, Cost Estimates, Initial Draw Request • Form HUD092561--Borrower's Contract with Respect to Hotel and Transient Use of Property • Condominiums-Occupancy Certification regarding 51% owner occupancy. Spot Condo docs, etc.* 	
Purchase Contract * <ul style="list-style-type: none"> • Amendatory Statement executed by all parties • Real Estate Certification executed by all parties • All other contract addenda • Escrow Instructions * Form HUD-92564-CN * ("For Your Protection: Get a Home Inspection")	* Indicates "When/if applicable"

ATTACHMENT 2

**THE REVISED FHA CASE BINDER FOR
HOME EQUITY CONVERSION MORTGAGES**

Right Side of the Binder (HUD does not require any documents on the left side of the binder)
Request for Insurance Endorsement (Optional) , Form HUD-54111. This form need only be included in the binder by those lenders that do not use FHA's electronic system to request insurance.
First Security Instrument and Note. Certified copy of the first Security Instrument and Note, and all applicable riders.
Second Security Instrument and Note *Original Second Security Instrument and Note and all applicable riders. If original Second Security Instrument is not back from the recorder's office at the time endorsement is requested, submit a certified copy of the document sent for recording. * The original recorded Second Security Instrument should be forwarded to HUD when returned by the recorder's office.
HUD-1 Settlement Statement
Notice to Borrower
Loan Agreement and Repair Rider if applicable (3 originals).
Choice of Insurance Options (assignment or shared).
Certification regarding Hotel and Transient Use on all two, three, and four unit properties.
Evidence of calculations for principal limit and monthly payment amount, if any. (HECM DEMONSTRATION print screen)
Uniform Residential Loan Application (all pages) and HUD-92900-A pages 1 and 2.
Credit Report (for Federal debts).
Evidence the mortgagor received counseling
Evidence of Social Security Number
Title Insurance Commitment or other acceptable title evidence.
Statement of Appraised Value , (HUD-92800.5b)
Uniform Residential Appraisal Report (URAR) Only include the actual two-page form, the photographs of the subject property and comparables, and sketch of the subject property.
Valuation Condition Sheet (HUD-92564-VC) and Homebuyer Summary (HUD-92564-HS)

ATTACHMENT 3

"CHUMS 9100 Auxiliary (Purchases) Screen"

NOTE: This attachment is a screen print from the CHUMS system and could not be incorporated into the solicitation.

ATTACHMENT 4

"CHUMS 9100 Auxiliary (Refinances) Screen"

NOTE: This attachment is a screen print from the CHUMS system and could not be incorporated into the solicitation.

ATTACHMENT 5

"CHUMS Mortgage Insurance Certificate (9100) Screen"

NOTE: This attachment is a screen print from the CHUMS system and could not be incorporated into the solicitation.

ATTACHMENT 6

"CHUMS DE HECM Auxiliary Screen"

NOTE: This attachment is a screen print from the CHUMS system and could not be incorporated into the solicitation.

ATTACHMENT 7

"CHUMS Mortgage Insurance Certificate (HECM) Screen"

NOTE: This attachment is a screen print from the CHUMS system and could not be incorporated into the solicitation.

SAMPLE

[illegible]

ATTACHMENT 9**HECM PRE-ENDORSEMENT REVIEW CHECKLIST**

CASE NUMBER: _____ BY: _____

A = Approved R = Rejected

- | | | |
|---|---|---|
| A | R | Late Submission Explanation (if received more than 60 days after closing) |
| A | R | Certified true copy of signed 1st Note |
| A | R | Certified true copy of signed 1st Security Instrument (Mortgage or Deed of Trust) |
| A | R | Signed ORIGINAL 2nd Note |
| A | R | Signed Original (or certified true copy) of 2nd Security Instrument (Mortgage/Deed of Trust) |
| A | R | Signed HUD-1 Settlement Statement |
| A | R | Notice to Borrower |
| A | R | Signed Loan Agreement (shall have 3 Originals) |
| A | R | Choice of Insurance Options |
| A | R | Certification regarding Hotel and Transient Use (2, 3 or 4 unit properties) |
| A | R | Evidence of Calculations (for principal limit and monthly payment amount) |
| A | R | Uniform Residential Loan Application (URLA): Signed by all borrowers |
| A | R | Addendum for URLA (HUD-92900-A), Signed and dated by the appropriate parties.
Obtain DE Underwriter's name and ID # from page 3 |
| A | R | Credit Report |
| A | R | Evidence the Mortgagor (Borrower) received counseling |
| A | R | Evidence of Social Security Number (Social Security Card, driver's license, or 1099) |
| A | R | Title Insurance Commitment (or other acceptable title evidence) |
| A | R | Statement of Appraised Value (HUD-92800.5B) |
| A | R | HUD-92564-VC Valuation Condition Sheet Evidence conditions have been cleared (may be HUD-92051 inspection form or cleared separately) |
| A | R | Original Uniform Residential Appraisal Report (URAR) and complete appraisal package |
| A | R | HUD-92564-HS Homebuyer Summary, signed and dated by all parties. |

NOTE: Pull the following documents during review and fasten down on left side of binder:
2nd Note; 2nd Mortgage/Deed of Trust; 3 Original Loan Agreements; Notice to Borrower

ATTACHMENT 10**PRE-ENDORSEMENT REVIEW CHECKLIST (Non-HECM files)**

CASE NUMBER: _____ REVIEWED BY: _____

RIGHT SIDE OF BINDER:

A = Approved R = Rejected

A R AUTOMATED UNDERWRITING FEEDBACK CERTIFICATION (if applicable)

A R LATE SUBMISSION LETTER/PAYMENT HISTORY (Per Chapter 3 of HUD Handbook 4165.1 REV 2)
(if applicable)

A R MORTGAGE CREDIT ANALYSIS WORKSHEET (HUD-92900.WS OR HUD-92900-PUR) Signed and dated by DE Underwriter and reflects U/W ID#. AUS loans should reflect the system used and appropriate ID #. A DE Underwriter SHOULD NOT sign.

IF APPLICABLE: 203(k) Worksheet (HUD-92700), EEM worksheet, 203(h) documentation

A R NOTE:

Certified true copy

Contains all 9 paragraphs of model note

Signed/conformed/executed

Mortgage amount is not higher than approved (# 3c on the worksheet & page 3 of HUD-92900-A)

Term of mortgage is the same as approved (#7 on the worksheet). Maximum term is 360 months

Property Address same as on URAR

Reflects correct FHA Case Number and ADP Code

Applicable Allonges/Agreements (796 Buydown or 203(k) Rehabilitation Loan Agreements, etc.)

A R SECURITY INSTRUMENT:

Certified true copy

Signed/conformed/executed

Applicable Riders (PUD, CONDO, ARM, 203(k), etc.)

Paragraph 9 (Grounds for Acceleration)

Paragraph 18 (Foreclosure Procedures)

A R HUD-1 SETTLEMENT STATEMENT & ADDENDUM

Signed

Borrower did not pay unallowable charges

Legible copies of pages 1 and 2 provided

NOTE: Refinances may be a one page form, no seller and the Addendum is not required

NOTE: HUD, as the seller, does not sign on REO Sales

A R UNIFORM RESIDENTIAL LOAN APPLICATION (URLA) Signed and dated by all borrowers

A R ADDENDUM TO URLA (HUD-92900-A, PAGES 1, 2, 3 & 4) Signed and dated by appropriate parties
Page 3 was properly completed for AUS loans (1st certification signed, not DE Underwriter certification)

A R CREDIT REPORT(S) and any credit explanations

ATTACHMENT 10**Page 2****PRE-ENDORSEMENT REVIEW CHECKLIST (Non-HECM files)****A R ASSET VERIFICATION**

VOD and/or bank statements

A R GIFT LETTER (if gift is shown on Mortgage Credit Analysis Worksheet)

AUS Accept: Gift may be noted on the application (URLA) in-lieu-of a gift letter

A R INCOME VERIFICATION

May be any of the following: Written or Verbal VOE and pay stub, Federal Tax Returns, Evidence of Pension/Retirement

A R EVIDENCE OF SOCIAL SECURITY NUMBER (Copy of Social Security Card, pay stub, W-2, etc.)**LEFT SIDE OF BINDER:****A R ESCROW REPAIR FORM (HUD-92300) Completed & Signed (If applicable)****A R COMPLIANCE INSPECTION REPORT (HUD-92051): Countersigned by DE Underwriter**
Local government inspection with the Underwriter Certification can be accepted in lieu-of. (If applicable)**A R Wood Destroying Insect Infestation Report, Form NPCA-1 or State mandated infestation report.**
(If applicable)**A R Local Health Authority's Approval for individual water and sewer systems. (If applicable)****A R BUILDER'S CERTIFICATION (HUD-92541): Completed & Signed (If applicable)****A R BUILDER'S ONE YEAR WARRANTY (HUD-92544) (If applicable)****A R EARLY START LETTER, EVIDENCE OF A 10 YEAR WARRANTY,
THREE (3) INSPECTIONS COMPLETED (footings, frame & final), (If applicable)**
(NOTE: Manufactured Homes require only two (2) inspections in-lieu-of 10 year warranty).**A R Subterranean Termite Treatment Report - NPCA-99a and NPCA-99b. (If applicable)****A R STATEMENT OF APPRAISED VALUE (HUD-92800.5B)****A R COMPREHENSIVE VALUATION PACKAGE (CVP): Completed/signed/dated by appropriate parties**

Original Uniform Residential Appraisal Report (URAR) and complete appraisal package (Location map, photos of properties, building sketch) ++

HUD-92564-CN (For Your Protection:...) and HUD-92564-HS (Homebuyer Summary) **++

HUD-92564-VC Valuation Condition Sheet **++

Evidence VC's are cleared (may be HUD 92051 or cleared separately)

** THIS ITEM IS NOT REQUIRED FOR PROPOSED/UNDER CONSTRUCTION PROPERTIES

++ THIS ITEM IS NOT REQUIRED FOR MAR/MCC, OR VA-CRV/VA-MCRV LOANS

ATTACHMENT 10**Page 3****PRE-ENDORSEMENT REVIEW CHECKLIST (Non-HECM files)**

- A R IF applicable: MAR/MCC DOCUMENTATION OR VA-CRV/VA-MCRV DOCUMENTATION
- A R Specialized eligibility documents (such as, but not limited to)
- 203(k) Rehabilitation Agreement, Plans, Work Write-ups, Cost Estimates, Initial Draw Request
 - Form HUD-92561 - Borrower's Contract with Respect to Hotel and Transient Use of Property
 - Condominiums - Occupancy Certification regarding 51% owner occupancy. Spot Condo docs, etc.
- A R PURCHASE CONTRACT AND ADDENDA (Not on a Refinance)
- Signed by all buyers and sellers
- Amendatory Clause signed by buyers and sellers (not required on REO Sales or 203k loans)
- Real Estate Certification

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K. 1. NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K. 2. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization]

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K. 3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors are required to submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of Organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent: Name _____

TIN _____

K. 4. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) **Are [] are not []** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have [] have not []**, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property;

(C) **Are [] are not []** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii) (A) The Offeror, aside from the offenses enumerated in paragraph's (a)(1)(i)(A), (B), and (C) of this provision, **has [] has not []** within the past three years, relative to tax, labor and employee, environmental, antitrust, or consumer protection laws—

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the Offeror has responded affirmatively, the Offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror **has [] has not []**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K. 5. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) (ALT I—OCT 2000) (ALT II—OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 561499.

(2) The small business size standard is average annual receipts for the preceding 3 fiscal years cannot exceed \$5.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision). The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture):

_____. Each HUBZone small business

concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision—

“Service-disabled veteran-owned small business concern”— (1) Means a small business concern— (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern— (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) The management and daily business operations of which are controlled by one or veterans.

"Women-owned small business concern" means a small business concern—(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished. (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—(i) Be punished by imposition of fine, imprisonment, or both; (ii) Be subject to administrative remedies, including suspension and debarment; and (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K. 6. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

- (b) It ___ has, ___ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K. 7. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K. 8. 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

- (b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or—

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K. 9. HUDAR 2452.226-70 CERTIFICATION OF STATUS AS A MINORITY BUSINESS ENTERPRISE (AUG 1995)

Bidder, Offeror or Supplier certifies that he or she ☐ is, ☐ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

☐ Black Americans

☐ Hispanic Americans

☐ Native Americans

☐ Asian Pacific Americans

☐ Asian Indian Americans

K. 10. AS 1910 SIGNATURE BLOCK (FEB 2000)

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required. 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) set forth penalties for making false statements in bids/proposals.

Signature

Typed Name

Title

Date

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1. INSTRUCTIONS AND CONDITIONS

Each proposal shall consist of the following:

1. Three (3) fully completed copies, with original signatures, of the SF-33, Solicitation, Offer and Award. The offeror shall fully complete all applicable portions of Blocks 12-16 and sign and date Blocks 17 & 18.
2. One fully completed copy of the Key Personnel Clause (Section I); key personnel shall include project manager(s) and all other staff involved in the contract oversight.
3. One fully completed copy of the Representations and Certifications (Section K), with original signature.
4. One signed copy of each amendment, if any issued, if offeror chooses not to acknowledge these on the SF-33.
5. Cost Proposal - one fully completed copy of the Compensation Schedule and Workload Capacity Statement (Section B).
6. Technical Proposal. This must consist of 4 separate and independent sections, corresponding to the 4 evaluation factors for award. Offerors must respond to each factor separately and not rely on information in one factor to be part of the response for another factor. For example, only information submitted as part of the first section will be considered in the evaluation for Factor 1 (Prior Experience), and so on. Failure to submit the technical proposal in this fashion may result in the proposal receiving a lower technical evaluation.

NOTE: Item #6 (Technical Proposal) is to be submitted BY ITSELF as Part I; Items #1-5 are to be submitted together as the Cost Proposal (Part II).

L. 2. COMPLETION OF COMPENSATION SCHEDULE AND CAPACITY STATEMENT

Each offeror shall complete the Compensation Schedule and Workload Capacity Statement (Section B). The unit price and estimated weekly workload capacity will be incorporated into any resulting contract under Part I, Section B.

Failure of the offeror to complete the Compensation Schedule and the Workload Capacity statement to the extent that it is not possible to determine the offeror's estimated weekly workload capacity may result in the rejection of the proposal. The Government reserves the right to award additional contracts if the weekly workload capacity reflected by the proposals are evaluated as unrealistic.

L. 3. NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. FA 52.252-1 contains the internet address for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.237-1	SITE VISIT	APR 1984
2452.233-70	REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS	OCT 1999

L. 4. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L. 5. 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included

- in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in this solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
 - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
 - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
 - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L. 6. 52.216-1 TYPE OF CONTRACT (APR 1984)Error! Reference source not found.

The Government contemplates award of a Firm Fixed Price, Indefinite Quantity contract resulting from this solicitation.

L. 7. 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Maureen Musilli

Hand-Carried and Mailing Address:

U.S. Dept of Housing & Urban Development
Contracting Operations Branch
The Wanamaker Building
100 Penn Square East
Philadelphia PA 19107-3380

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L. 8. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hud.gov/cts/ctshudar.html>

L. 9. HUDAR 2452.209-70 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 2000)

- (a) The Contracting Officer has determined that the proposed contract contains a potential organizational conflict of interest. Offerors are directed to FAR Subpart 9.5 for detailed information concerning organizational conflicts of interest.
- (b) The nature of the potential conflict of interest is cases from any mortgage company which employs the Contractor, or any of the Contractor's employees or immediate relatives, or for which the Contractor performs consulting services.
- (c) Offerors shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
 - (1) Being able to render impartial, technically sound, and objective assistance or advice, or
 - (2) Being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.
- (d) No award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer.
- (e) Refusal to provide the requested information or the willful misrepresentation of any relevant information by an offeror shall disqualify the offeror from further consideration for award of a contract under this solicitation.
- (f) If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

L. 10. HUDAR 2452.215-70 PROPOSAL CONTENT (OCT 1999)

- (a) Proposals shall be submitted in two parts as described in paragraphs (c) and (d) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. ***The offeror's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.***
- (b) Proposals shall be submitted in original and three (3) copies of Part I and an original of Part II.
- (c) Part I of the proposal must consist of 4 separate and independent sections, corresponding to the 4 evaluation factors for award (see Section L.1, #6).
- (d) The total number of pages contained in Part I shall be limited to **50 pages**. A page is considered to be one side of a single sheet of 8 ½ x 11 paper, single spaced, using not smaller than 12 pitch type. Offerors are encouraged to use recycled paper and to use both sides of the paper (see FAR 52.204-4). Only the first 50 pages of the proposal will be evaluated. Each page must be consecutively numbered and the 50 page limitation includes all attachments, exhibits, resumes, etc.
- (e) Part I - Technical and Management
 - (1) Prior Experience. The offeror shall provide evidence of the offeror's (i.e., the firm's or organization's) principal officers', key personnel as defined in Section C.1., predecessor companies', and/or affiliates of the offeror prior and current experience in performing mortgage insurance endorsement processing in an area of a magnitude commensurate with the number of cases expected to be performed under this contract. The technical proposal must state the offeror's weekly, monthly, and yearly workload capacity. The proposal must demonstrate the offeror's familiarity with the HUD forms listed in Section H, along with standard closing documents and forms including the

note and mortgage or deed of trust and appropriate riders. The offeror must designate the area(s) for which they are proposing (Area 1 only, Area 2 only or both areas).

(2) Past Performance. The offeror shall provide evidence of the offeror's past performance in accomplishing work - including meeting delivery dates and schedules - the same as, or substantially similar to, that required by the solicitation. The offeror's past performance record shall demonstrate the knowledge of real estate principles and mortgage closing practices and procedures and the capability to perform mortgage insurance endorsement processing. The proposal shall include a list, with the names of points of contact*, addresses, telephone numbers, and description of work completed, for all Government contracts and subcontracts performed within the last 3 years by the offeror, principal officers, key personnel, predecessor companies, and affiliates of the offeror. The offeror may also include private sector work as additional references. The Government reserves the right to contact all references provided and any additional references the Government deems necessary to verify performance. Offerors who are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include at least 2 references for each contract. *Points of contact MUST be those who directly supervised the offeror's work.

(3) Personnel Qualifications. The proposal shall demonstrate the offeror's capacity to perform the Government's estimated need for the services as specified in Section B, and additional workload capability to meet increases in the Government's estimated need for the services up to the maximum specified in Section B. The proposal shall also demonstrate the ability and availability of the offeror's proposed key personnel and subcontractors to perform mortgage insurance endorsement processing in accordance with the Statement of Work. The proposal shall demonstrate the offeror's capability to perform data entry and familiarity with personal computers and the Sections of the National Housing Act Automated Data Processing (ADP) codes. The offeror shall provide the names, position descriptions, and any other information to support the qualifications - including relevant experience, specialized training and education - of all proposed key personnel. The term "personnel" shall include any employees, proposed consultants, and subcontractor employees who will perform duties as key personnel.

(4) Management and Technical Capability. The management plan shall include a clear definition of the offeror's strategy for timely completion of work assignments, training of staff, quality control, and general oversight of the contract. The management plan shall address conflicting or multiple use of contractor resources; if the offeror has other planned or existing contracts that will require the use of any of the key personnel identified in the previous factors, then the proposal must describe how such conflicting or multiple uses of those resources will be resolved to avoid impairing the timely, professional, and high-quality performance of work under the contract. The plan should also include an organization and staffing plan for this contract describing the specific effort to be contributed by each person performing functions under the contract expressed in a percentage of each individual's time utilized under this effort and as a percentage of the entire contract effort (i.e., one person may spend 100% of his/her time on this contract and contribute only 25% of the total contract effort).

(f) Part II -- Business Proposal.

(1) The offeror must provide three (3) fully completed copies, with original signatures, of the SF-33.

(2) The offeror must provide one (1) fully completed copy of the Compensation Schedule and the Workload Capacity Statement (Section B). A fixed price per case for each contract year for the area(s) proposed must be provided.

(3) The offeror must provide one (1) fully completed copy of the Key Personnel Clause (Section I).

(4) The offeror must provide one (1) fully completed copy of the Representations and Certifications (Section K), with original signature.

(5) The offeror must provide one signed copy of each amendment, if any issued, if offeror chooses not to acknowledge these on the SF-33.

L. 11. AS 2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES (FEB 2000)

If the bidder/offeror is required to complete a SF-LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), the offeror shall obtain the form from the contracting officer or contract specialist identified in the solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD

M. 1. TECHNICAL AND MANAGEMENT EVALUATION FACTORS FOR AWARD

- | | |
|---|---------------------|
| 1. Prior Experience: | Maximum Points - 25 |
| 2. Past Performance: | Maximum Points - 35 |
| 3. Personnel Qualifications: | Maximum Points - 20 |
| 4. Management and Technical Capability: | Maximum Points - 20 |

M. 2. SOURCE SELECTION

Source selection may occur WITHOUT discussions/negotiations, but the Government does reserve the right to conduct oral or written discussions with all offerors in the competitive range, if later determined by the Contracting Officer to be necessary. At the conclusion of those discussions, final proposal revisions will be obtained from those offerors in the competitive range and award will be made subsequent to the receipt of final proposal revisions.

M. 3. MULTIPLE AWARDS

The Government intends to make multiple awards under this RFP, but does reserve the right to make a minimum of 1 award if the Contracting Officer determines that multiple awards are not feasible. The Government will make a maximum of 2 awards under this RFP.

M. 4. NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M. 5. AS 2301 RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS TO COST OR PRICE (FEB 2000)

For the purposes of evaluation of offers and the selection of the contractor, or contractors, under this solicitation, the combined relative merit of the offeror's technical proposal as evaluated in accordance with the technical evaluation factors listed herein shall be considered significantly more important than the cost or price. While the proposed cost or price will not be assigned a numerical weight, it shall be considered a significant criterion in the overall evaluation of proposals.